

THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING PLEASE RETURN TO:  
DYKE, HENRY, GOLDSHOLL & WINZERLING, P.L.C.  
555 Plaza West, 415 North McKinley  
Little Rock, Arkansas 72205  
Telephone No. (501) 661-1000

### **DECLARATION OF INTEREST**

WHEREAS, the undersigned is the present owner and holder of the Promissory Note dated December 7, 2001, executed by Lawyer T. Farley and Pamela D. Farley as maker, payable to Mortgage Express, Inc. in the original principal sum of \$193,500.00, all as shown on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, this note is secured by a Deed of trust dated December 7, 2001 and now recorded in Book 1426 at Page 0057 in the official records of DeSoto County, Mississippi; and

WHEREAS, the lands securing said note are more particularly described as:

**Lot 3, Woods Estates Subdivision, in Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 70, Page 49, in the Office of the Chancery Clerk of DeSoto County, Mississippi.; and**

WHEREAS, the land records for DeSoto County, Mississippi do not reflect the assignment to the present holder or to a predecessor holder of this note and deed of trust because of a lost assignment, that using all reasonable commercial diligence standards, cannot be found; and

WHEREAS, as shown on Exhibit "A" attached hereto, the note has been properly endorsed to the present holder in due course.

NOW, therefore, the undersigned declares that it is the present owner and holder of said note and deed of trust securing said note pursuant to valid assignment and endorsement. This Declaration of Interest is filed as evidence of ownership of the above described indebtedness.

WITNESS the signature of the owner and holder, this the 5<sup>th</sup> day of February, 2007.

## INDEMNITOR:

Deutsche Bank Trust Company Americas, fka Bankers Trust Company, as Trustee  
By: Residential Funding Company, LLC fka Residential Funding Corporation,  
its Attorney in Fact

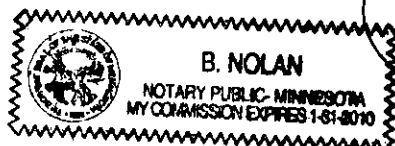
By: Ethamae Taylor  
Title: Assistant Secy

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

## ACKNOWLEDGMENT

Personally appeared before me, on this 5<sup>th</sup> day of FEBRUARY 5, 2007 before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, within my jurisdiction, appeared in person, the within named ETHAMAE TAYLOR to me personally well known, who stated that he/she were the ASSISTANT SECRETARY for Residential Funding Company, LLC fka Residential Funding Corporation, who acknowledged that Residential Funding Company, LLC fka Residential Funding Corporation is Attorney-in-Fact for Deutsche Bank Trust Company Americas, fka Bankers Trust Company, as Trustee, and was duly authorized in said fiduciary capacity of said limited liability company and/or corporation, ETHAMAE TAYLOR executed the foregoing instrument for and in the name and on behalf of the said limited liability company and/or corporation as Attorney-in-Fact for Deutsche Bank Trust Company Americas, fka Bankers Trust Company, as Trustee, and as its act and deed he/she executed the above and foregoing instrument after first having been duly authorized by said limited liability company and/or corporation as Attorney-in-Fact for Deutsche Bank Trust Company Americas, fka Bankers Trust Company, as Trustee so to do.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5<sup>th</sup> day of FEBRUARY, 2007.



B. Nolan  
NOTARY PUBLIC

My Commission Expires:

1. 01- 2010

Lawyer T. Farley  
DHGW No. 32743H

LOAN NO. W41102.1

**ADJUSTABLE RATE NOTE**

(LIBORS Six-Month Index (As Posted By Fannie Mae) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

DECEMBER 7, 2001

(Date)

(City)

(State)

7720 FORSTORIA COVE  
SOUTHAVEN, MS 38671

(Property Address)

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 193,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE EXPRESS, INC. CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.830 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 7TH day of each month beginning on JANUARY 7, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 7, 2031, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

MORTGAGE EXPRESS, INC., 801 N. Cass Ave. Suite 300, Westmont, IL 60559  
or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$ 1,817.94. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the 7TH day of DECEMBER, 2003, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London marked based on quotations of major banks, as posted by Fannie Mae through electronic transmission or by telephone or both through electronic transmission and by telephone. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer posted either through electronic transmission or by telephone, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS POSTED BY FANNIE MAE)-Single Family-Fannie Mae UNIFORM INSTRUMENT FORM 101 FNMA3518 (11/00)

Page 1 of 4

Initial L.E.

Initial J

PG

**EXHIBIT**

A

LOAN NO. W41102.1

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TEN AND 732 / 1000** percentage points ( **10.732** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 13.830 % or less than 10.830 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.830 % and not less than 10.830 %.

(E) Effective Date of Changes

(F) Notice of Changes  
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. **BORROWER'S RIGHT TO PREPAY** \*\* See the Prepayment Penalty Rider.  
I have the right to make payments of Principal and Interest at any time without penalty.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

• If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default.**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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LOAN NO. W41102.1

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

LOAN NO. W41102.1

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Larry T. Farley 12-07-01 (Seal)  
LARRY T. FARLEY -Borrower

Social Security Number 414-25-1927

Pamela D. Farley (Seal)  
PAMELA D. FARLEY -Borrower

Social Security Number 411-45-0430

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Social Security Number \_\_\_\_\_

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Social Security Number \_\_\_\_\_

[Sign Original Only]

**Mortgage Express, Inc**  
**Prepayment Penalty Note Rider**

**Note dated 12/07/01**

**This Loan is an Alternative Mortgage Loan within the definitions of the Federal Alternative Mortgage Transaction Parity Act of 1982.**

**This rider adds a provision to the Note which permits the Holder of this mortgage to collect a prepayment penalty, notwithstanding language to the contrary.**

**As provided in the Note, the debt secured by this mortgage may be prepaid, in which whole or in part, at any time. However, should such prepayment be made within the first 36 months from the date of the loan, there shall be paid to the holder of this mortgage a sum equal to:**

**SIX (6) months INTEREST on EIGHTY PERCENT (80%) of the OUTSTANDING PRINCIPAL BALANCE.**

x Lawyer T. Farley 12-07-01  
**LAWYER T. FARLEY**

x Pamela D. Farley 12-7-01  
**PAMELA D. FARLEY**

**Dated: 12/07/01**

MS705

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Loan Number: W41102.1

Loan Amount: \$ 193500.00

Mortgagor: LAWYER T. FARLEY, PAMELA D. FARLEY

Property Address: 7720 FORSTORIA COVE, SOUTHAVEN, MS, 38671

Allonge to one certain Mortgage Note dated 12/07/01 Its successors and/or assigns  
without recourse in any event.Pay to the order of RESIDENTIAL FUNDING CORPORATION Its successors and/or assigns without  
recourse in any event.

Seller: Mortgage Express, Inc

By: [Signature]  
Authorized OfficerPhilip LaGiglia, Vice President  
Printed / Typed Name and Title**PAY TO THE ORDER OF**  
Bankers Trust Company as Trustee  
**WITHOUT RECOURSE**  
Residential Funding CorporationBy Judy Faber  
Judy Faber, Vice President



P BK 100 PG 209  
 STATE MS. DESOTO CO.  
 FILED  
 SEP 12 2 26 PM '03  
 BK 100 PG 209  
 W.E. DAVIS CH. CLK.

[WHEN RECORDED RETURN TO]  
 NTC - ATTN: ALAN GRAHAM  
 2100 ALT. 19 NORTH  
 PALM HARBOR, FLORIDA 34683  
 GMACPOA SU/Cnty: MSDESOTO

### Limited Power of Attorney

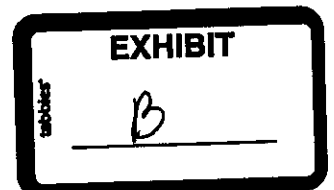
KNOW ALL MEN BY THESE PREMISES:

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 176 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, its trust and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is names therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Corporation is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.

Prepared by: Alan Graham  
 Alan Graham  
 NTC (727) 771-4000  
 2100 Alt 19 North  
 Palm Harbor, FL 34683



~~P BK 100 PG 210~~

4. With respect to a Mortgage or Deed of Trust, the Foreclosure, the taking of a deed in lieu of Foreclosure, or the completion of judicial or non-judicial Foreclosure or termination, cancellation or rescission of any such Foreclosure, including, without limitation, any and all of the following acts:
  - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. Statements of breach or non-performance;
  - c. Notices of default;
  - d. Cancellations/rescissions of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title of real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

The undersigned gives said Attorney-in Fact full Power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power of powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

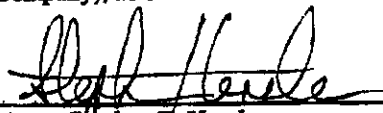
Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless and instrument of revocation has been made in writing by the undersigned.

P BK 100 PG 211



Name: Barbara Rowe  
Title: Associate

Deutsche Bank Trust Company Americas  
(formerly known as Bankers Trust  
Company), as Trustee



Name: Stephen T. Hessler  
Title: Vice President

STATE OF CALIFORNIA  
SS.

COUNTY OF ORANGE

On OCT 30 2002 before me, Brent Wayne Hoyler personally appeared Stephen T. Hessler, Vice President and Barbara Rowe, Associate, Personally known to me OR proved to me on this basis of satisfaction evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entirety upon behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange, State of California.

CAPACITY CLAIMED BY SIGNER

Individual Attorney-in Fact Other:  
XXX Corporate Officers XXX Trustee(s)

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal



Notary Public in and for the State of California.

